



October 19, 2017

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 18-010CA**

**SECTION I.**  
**INVITATION**

The City of Corona Department of Water and Power (City) invites proposals from qualified Consultants for:

**Electric Rate & CEC PEV Grant Studies**

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

**Tentative RFP Schedule**  
**(Subject to Change at City's Discretion)**

1. Issue RFP	October 19, 2017
2. Advertise in Sentinel Weekly	October 18, 2017
3. Written Questions from Consultants Due	October 30, 2017 @ 5:00 p.m.
4. Responses from City Due	November 6, 2017
5. Proposals Due	November 13, 2017 @ 2:00 p.m.
6. Proposal Evaluation Completed	November 30, 2017
7. Consultant Selection	December 4, 2017
8. Council Approval	January 3, 2018
9. Notice To Proceed	January 23, 2018

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**SECTION II.**  
**RFP INSTRUCTIONS**

**A. Preproposal Meeting**

Not Applicable

**B. Examination of Proposal Documents**

1. By submitting a proposal, consultants represent they have thoroughly examined and become familiar with the work required under this RFP and they are capable of performing quality work to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

**C. Addenda**

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

**D. Informed Consultants**

Before submitting proposals, consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants' own risk and they cannot secure relief on the plea of error.

**E. Clarifications**

**1. Examination of Documents**

Should a Consultant require clarifications to this RFP, the Consultant shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Corona Bid Opportunities webpage which can be accessed from the following link:

<https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4>

## **2. Submitting Requests**

All questions, clarifications or comments shall be submitted in writing via email to carolyn.appelt@coronaca.gov no later than 5:00 p.m., October 30, 2017. Inquiries received after this date and time will not be accepted. It is the sole responsibility of the consultant to call 951-279-3620 to ensure that all written questions, clarifications or comments were received by the City.

## **3. City Responses**

- a. Responses from the City will be communicated in writing by way of Addendum and sent via e-mail to all known recipients of this RFP and posted on the Bid Opportunities webpage on the City's website no later than 72 hours prior to the proposal Due Date and Time.
- b. It is the sole responsibility of Consultants to ensure they have received all addenda prior to submitting a proposal. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of Addendum.

## **E. Submission of Proposals**

### **1. Date and Time**

All proposals are to be submitted to City of Corona Administrative Services Department, Purchasing Division, Attention: Carol Appelt, no later than 2:00 p.m., November 13, 2017. Proposals received after that date and time will be rejected by the City as non-responsive and returned unopened.

### **2. Address**

Proposals shall be addressed as follows:

**City of Corona  
Administrative Services Department, Purchasing Division  
Attn: Carol Appelt  
400 South Vicentia Ave., Suite 320  
Corona, CA 92882**

Proposals may be delivered in person or by other delivery methods to the Purchasing Division, at the address above. It is the sole responsibility of consultants to ensure their proposals are received at the time and place indicated in this RFP. **Late or misdirected proposals shall be rejected and unopened without exception. Postmarks are not accepted.**

***Proposals shall not be sent via e-mail or fax.***

### **3. Identification of Proposals**

Consultant shall submit a proposal package consisting of:

- a) One (1) signed original and three (3) copies of its proposal;
- b) A completed and signed Price Form and Fee Table in a separate, sealed envelope, marked "Price Form", and
- c) One (1) computer disc (CD or DVD) or USB drive with digital files of items a) and b) above saved as portable document format (PDF) files.

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

#### **RFP No. 18-010CA Electric Rate & CEC PEV Grant Studies**

### **4. Acceptance of Proposals**

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.

### **F. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing its proposal in response to this RFP;
2. Submitting the proposal to City;
3. Negotiating with City any matter related to the proposal; or
4. Any other expenses incurred by the Consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

### **G. Contract Award**

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone the proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant(s) should negotiations with the selected consultant(s) be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

**H. Acceptance of Order**

The successful consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

**I. City of Corona Business License**

The successful Consultant(s) and any sub-Consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275

**J. Prevailing Wage**

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

**K. Insurance Requirements**

Participants in this RFP are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to make sure that the requirements can be met by their firm.

**L. Public Records**

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which Consultant considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "Trade Secret", "Confidential", or "Proprietary" by consultant. The City will use its best efforts to inform consultant of any request for disclosure of any such document. The City shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the consultant considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a

Consultant's proposal marked "Confidential", "Proprietary", or "Trade Secret", Consultant shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Consultants are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

**SECTION III.**  
**EVALUATION AND AWARD**

The City is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last ten (10) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-consultants available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

**A. EVALUATION CRITERIA**

1. **Qualifications of Firm - 30%**
  - Strength and stability of the firm; strength, stability, experience and technical competence of sub-consultants;
  - Logic of project organization; and
  - Adequacy of labor commitment.
2. **Qualifications of Personnel - 20%**
  - Qualifications, education and experience of project staff; and
  - Key personnel's level of involvement in performing related work.
3. **Related Experience - 30%**
  - Experience in providing services similar to those requested herein;
  - Experience working with public agencies; and
  - Client references.
4. **Completeness of Response - 10%**
  - Completeness of response in accordance with RFP instructions;
  - Exceptions to or deviations from the RFP requirements; and
  - Inclusion of required licenses and certifications.
5. **Reasonableness of Cost and Price - 10%**
  - Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received;
  - Adequacy of the data in support of figures quoted; and
  - Basis on which prices are quoted.

**B. EVALUATION PROCEDURE**

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

- Generate a “short list” and conduct interviews with the top candidates;
- Conduct on-site visits and/or tours of the candidates’ places of business or similar projects
- Conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without Consultant visits, project visits, interviews, or further discussions or negotiations.

**C. AWARD**

Depending on the dollar amounts of the proposals received, City staff will either select consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified. The City reserves the right to apportion the award among two or more Consultants.

The City anticipates making final selections and awards on or about December 4, 2017.

In addition, negotiations may or may not be conducted with consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any consultant.



**SECTION IV.**  
**PROJECT DESCRIPTION AND SCOPE OF WORK**  
**Electric Rate & CEC PEV Grant Studies**

The Corona Department of Water and Power (CDWP) is a small municipal utility located in Southwest Riverside County. CDWP serves approximately 840 residential customers and 480 non-residential customers. CDWP has 5 WDAT/12kV circuits, and peak load of 17Mw).

**Purpose**

1. The CDWP seeks responses from qualified firms with experience assisting municipal electric utilities in preparing and presenting a comprehensive electric cost of service (COS) study and associated rate design. During the formation and establishment of CDWP, CDWP rates ran in parallel with rates from Southern California Edison (SCE). The electric industry has changed dramatically since 2001 and it is prudent for the City to consider establishing an independent cost of service study model for CDWP to help determine the true cost of providing electric service for the municipal utility and establish a baseline for CDWP electric rates.
2. The Southern California Plug-in Vehicle Readiness Plan (SCPVRP) estimates that Plug-In Electric Vehicle (PEV) ownership in Riverside County will grow from 398 to approximately 34,000 between 2012 and 2022. In order to be ready for impacts to the CDWP's distribution system, the CDWP wishes to conduct a study to plan for necessary infrastructure, installation and rate structures that will enable residents to charge their PEV at home.

**STATEMENT OF WORK: COST OF SERVICE (COS) AND RATE DESIGN:**

CDWP will provide the selected consultant with all applicable electric system information and results of previous studies conducted for CDWP. CDWP will also provide the necessary data related to the substation, distribution system operations, various power purchase contracts, and the adopted budget for fiscal year 2018. Additionally, CDWP will assist the consultant in gathering any relevant data. However, the consultant will be expected to take the responsibility for all data collection and quality control relating to the cost of service study and rate design, and ensuring the integrity and reasonableness of the data. In addition, it will be the responsibility of the consultant to accurately incorporate the revenue requirements into the cost of service study, and to determine the actual cost of providing electric service for CDWP. It will also be the consultant's responsibility to ensure that the rate proposals are compatible with the capabilities of CDWP's billing system and software. The CDWP utilizes CIS Infinity by Advanced Utility Systems Corporation of Toronto, Ontario, Canada, a Harris Corporation, for its billing system. The CDWP is currently on version 3.1 of CIS Infinity.

The City is seeking proposals from qualified consultants to provide the City with the following Scope of Work:

## **Data Collection and Analysis**

1. Collect and analyze the necessary data from CDWP, which shall include, but not be limited to: the retail load data by customer group, system load data, detailed monthly customer billing information, operating and capital budgets, anticipated growth projections, and any other data required to determine the test year revenue requirements for a comprehensive electric cost of service study.
2. Analyze available historical load research data for all existing customer groups to determine the following:
  - a. Load factors
  - b. Coincident peak demand data
  - c. Non-coincident peak demand data
3. Analyze existing customer groups and rate schedules; propose additions or deletions of customer groups or new customer groups as appropriate.

## **Financial Plan and Cost of Service Model**

1. Functionalize expense data by major and sub-functions relating to the activities performed in the operation of the electric system.
  - a. Develop a 5 year financial plan for the electric utility.
  - b. Classify functional expenses to cost components: capacity (demand) costs, transmission costs, energy commodity costs, customer costs and other direct costs.
  - c. Classify infrastructure investment by major cost category, including substation, transmission, distribution and electric meters.
  - d. Classify operating, administrative, engineering, operation and maintenance (O&M) expenses, power costs, distribution systems, debt service and reserve fund requirements, and general fund transfer.
  - e. Derive customer group service unit costs.
  - f. Consideration of possible future system expansion opportunities, new technologies, and capital replacement master plan.
  - g. Consideration of cost of existing term energy purchases and renewable purchases, including future regulatory targets/compliance.
  - h. Consideration of State and Federal legislative and regulatory mandates.
2. Upon completion of the study, the consultant will provide cost allocation assumptions and methodologies and develop a comprehensive, flexible and user friendly electronic data model for use in preparing the cost of service study. The model must be developed in Microsoft Excel and must come with written operating instructions. The consultant shall also instruct and train CDWP staff on the use of the model, including:
  - a. The required data inputs,
  - b. A description of the overall functions of each major component of the model, and
  - c. A description of the operating procedures to successfully operate the model, including “what if” scenarios, annual adjustments for changes in users, revenue requirements

and financial parameters. The model will become the property of CDWP and can be used by CDWP for any purpose it deems necessary.

### **Rate Design Recommendation**

1. Recommend an electric rate structure that is in compliance with the rate covenants of the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007 and Government Code 54999.
  - a. Identify revenues to be generated from fixed and usage charges.
  - b. Ensure that projected revenues are adequate to cover projected operating and maintenance and administrative costs, debt service, capital investment, operating and capital reserves and reasonable rate of return on capital. Revenues and expenses shall be based on historical records and expected growth rates.
  - c. Include medical baselines/low income programs/allowances.
  - d. Review EV rate study and make recommendations to changes if necessary.
2. Identify and recommend reserve requirements for utility operations and maintenance and capital programs, as well as future capital replacement program.
3. Perform a comprehensive rate design analysis:
  - a. Analyze the proposed rates for customer impacts and develop alternative rate structures, which are modeled to address negative impacts, taking into account affordability considerations for fixed charges and conservation price signals.
  - b. Compare cost of service and rate comparisons with neighboring, similar sized electric utilities.
  - c. Provide a customer impact analysis for all rate structures, by customer class/rate tariff.
4. Develop Line Extension Policies (Contribution in Aid Construction)
  - a. Review Alternative line extension methodologies.
  - b. Develop line extension formula for determining value a customer will provide to the utility.
  - c. Assess the risk to the utility of extending service to different type of customers.
5. Review current rates and electric rules and regulations, and if appropriate, recommend changes and the rationale for the change.

### **Additional Services**

1. Establish and recommend an appropriate general fund transfer policy including proposed percentage range and changes and the rationale.
2. Review CDWP's current procedure on the following areas and make recommendations for relevancy and appropriateness:
  - a. Power Cost Adjustment Factor (PCAF)
  - b. Renewable Portfolio Standard (RPS)

3. Provide support in presenting results and recommendations, as necessary to the City Council.
4. Prepare copies of the initial written draft report for CDWP review, and prepare and present ten (10) copies of the final written report, including a detailed list of assumptions, stating your recommendations, discussing the cost of service and rate design studies, methodology, results and the proposed rates. The CDWP must also receive a digital copy of the report.

### **OPTIONAL SERVICES:**

#### **CALIFORNIA ENERGY COMMISSION PEV READINESS GRANT - TO BE AWARDED AT CITY'S DISCRETION**

**The Statement of Work activities described below are the result of the City of Corona being awarded a California Energy Commission (CEC) grant. It is incumbent upon the consultant to understand the CEC rules and regulations governing the use of grant funds for these activities pursuant to the Special Conditions section of these RFP Documents.**

**All work below must be completed and aligned with local or regional PEV Coordinating Council Best Practices on EVCS installation requirements.**

**While the Grant Agreement term expired June 30, 2017, the City is seeking approval from the CEC to extend the grant term, and the Consultant shall complete all work for these optional services in accordance with the Grant Agreement requirements no later than June 30, 2018.**

The Southern California Plug-in Vehicle Readiness Plan (SCPVRP) estimates that Plug-In Electric Vehicle (PEV) ownership in Riverside County will grow from 398 to approximately 34,000 between 2012 and 2022. In order to be ready for impacts to the CDWP's distribution system, the CDWP wishes to conduct a study to plan for necessary infrastructure, installation and rate structures that will enable residents to charge their PEV at home.

The CDWP's electric rates were last updated in December 2006. A copy of the current residential rate tariff is attached as Appendix A to this RFP.

### **STATEMENT OF WORK - CEC PEV READINESS GRANT:**

CDWP is seeking a qualified utility consulting and electrical engineering firm to perform an Electric Vehicle Charging Station Installation Requirements and Rate Study (EVCSIRRS). The purpose of the EVCSIRRS is to:

1. **Permitting, Zoning, and Inspections:** A permitting and inspection process will be developed and zoning issues considered.

Include a review of recommendations for residential PEV programs. The EVSIS should also make process recommendations for CDWP to move forward as a small utility. These should include permitting, zoning and inspection requirements, design considerations, including PEV charger placement in homes, charger and metering options, the number of circuits needed, and the impact on building electrical loads.

2. **Local Load Capacity:** Methods for managing distribution load capacity will be considered. The concentration of EVCSs within a local track of homes could exceed the distribution load capacity, particularly if residents wanted Level 2 or 3 chargers. The study area will be the Dos Lagos neighborhood in southeast Corona, which consists of 243 single family homes (please see attached map attached as Appendix B).
3. **Feasible Rate Structure:** A typical EV vehicle will consume up to 750 KWh a month of energy. This will place most of the energy consumed in the top tier of current residential rates. Alternatives include Residential Time of Use Rates and baseline adjustments.
4. Perform a comprehensive study on the impacts to CDWP's electric distribution system, develop best practices and recommendations for residential PEV home charging, and a rate structure to support these activities. In particular, the EVSIS will analyze the impacts of EV charging stations installed in residential customer's homes at various saturation levels within CDWP's distribution system, and considerations for various levels of PEV charging stations, such as Level 2 or 3 charging stations.

The EVSIS study should analyze at a minimum the following impacts:

- Residential customer peak demand load increases and time of use impacts
- Service conductor loading
- Transformer loading and Transformer Load Management (TLM)
- Distribution circuit loading (12kV level)
- System wide changes to CDWP peak loads and time of use profiles
- Effect on CDWP's WDAT interconnections
- Power Quality (PQ) impacts and mitigation requirements

The EVSIS should consider and analyze the impacts to CDWP's distribution system and components at various saturation levels of residential PEV utilization. CDWP anticipates the study analyzing the impacts at the following PEV saturation levels:

- 5%
- 10%
- 15%
- 20%
- 25%
- 30%

The EVSIS should also include detailed cost estimates for the necessary distribution system upgrades to mitigate each of the saturation levels mentioned above. Estimates should be detailed at the circuit, transformer, and individual service levels. CDWP

anticipates that at various saturation levels, the following upgrades may be required: service cable replacements, transformer change outs, distribution cabling replacements, distribution fusing changes, WDAT 12kV relay setting changes, and power quality monitoring and equipment additions.

The EVSIS should identify and review other similar utility industry studies.

5. **Design Considerations:** Issues for consideration include using solar PV and energy storage, interoperability with surrounding EV infrastructure, infrastructure placement in single family homes, charger and metering options, number of circuits needed, and impact on building electrical loads.
5. **Final Report:** The final report shall include a feasible rate structure for residents. Typical PEVs will consume up to 950 KWh a month in energy. This will place most of the energy consumed in the City's top tier of its current domestic/residential rates. Alternative rate structures may include, but are not limited to, residential time of use rates and baseline adjustments. The final report must also include legal statements as required by the California Energy Commission. Please see Section 6 of the grant Terms and Conditions for more information.

Please note that the California Energy Commission requires the City to provide a copy of the consultant agreement to them prior to executing the agreement. This may delay the timing of activities. All subcontracts will incorporate certain grant required language including provisions for administrative, contractual or legal remedies, provisions for termination, language conforming to the "Nondiscrimination" provisions of our grant agreement with the CEC, "Indemnification" provisions, and other grant requirements.

Travel and per diem proposed will adhere to the Energy Commission's travel expense policies for non-represented State employees.

## **SPECIAL CONDITIONS**

### **Grant Agreement Requirements:**

Funding for this Project is expected to be provided in full or in part pursuant to a California Energy Commission (CEC) Grant, Agreement No. ARV-14-041 ("Grant Agreement"), dated June 6, 2015. Consultant and all subconsultants shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, and permit requirements of the Grant Agreement between the CEC and the City. The Grant Agreement is included as Appendix "C" in these RFP Documents and incorporated herein by reference. Consultant's proposal amount shall include all costs associated with compliance of the Grant Agreement requirements.

While it shall be consultant's sole responsibility to research and ensure compliance with all requirements of the Grant Agreement, for reference purposes only such requirements include, but are not limited to:

- a. General requirements for agreements between the City (Recipient) and the Consultant (subcontractor) set forth in Exhibit C, #9 Contracting and Procurement Procedures of the Grant Agreement Terms and Conditions, including but not limited to providing Consultant's budget information to the grantor (CEC).
- b. Nondiscrimination requirements set forth in Exhibit C, #23.b Certifications and Compliance of the Grant Agreement Terms and Conditions.
- c. Standard of Performance requirements set forth in Exhibit C, #16 of the Grant Agreement Terms and Conditions.
- d. Accounting requirements, including the Retention of Records and Audit provisions, set forth in Exhibit C, #18 Fiscal Accounting Requirements of the Grant Agreement Terms and Conditions.
- e. Indemnification provisions set forth in Exhibit C, #19 of the Grant Agreement Terms and Conditions.

**System for Award Management (SAM) and Dun & Bradstreet Data Universal Numbering System (DUNS) Requirements:**

All consultants and subconsultants must maintain current registrations in the SAM registry (<https://www.sam.gov/portal/public/SAM/#1>). SAM is the current U.S. Government procurement system that consolidated the capabilities of the Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certification Application (ORCA), and the Excluded Parties List System (EPLS). A Dun & Bradstreet Data Universal Numbering System (DUNS) number (<http://fedgov.dnb.com/webform>) is one of the requirements for registration in SAM.

Failure to submit the SAM/DUNS Number Form set forth in Section V, Proposal Content and Forms, of these RFP Documents may result in rejection of the proposal as non-responsive.

**SECTION V.**  
**PROPOSAL CONTENT AND FORMS**

**A. PROPOSAL FORMAT AND CONTENT**

**1. Presentation**

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals shall contain the following:

- a. identification of consultant, including name, address, telephone number, and email address;
- b. proposed working relationship between consultant and subcontractors, if applicable;
- c. a statement that all charges for subcontract services shall be in the same amount as actually invoiced to and paid by consultant plus an allowable maximum 5% markup;
- d. a statement that costs for printing, mileage, telephone, mailing and other expenses incidental to the performance of the Services to be rendered are included in the consultant's proposal and that there will be no additional charges;
- e. acknowledgment of receipt of all RFP addenda, if any;
- f. name, title, address, telephone number, and email address of consultant's contact person during period of proposal evaluation;
- g. a statement confirming the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- h. signature of a person authorized to bind consultant to the terms of the proposal.

**2. Technical Proposal**

The Technical Proposal shall be organized into the order of the following sections:

**a. Project Understanding & Approach**

Prepare the description of the project Understanding and Approach to address items identified within this RFP and offer possible solutions to project challenges. Demonstrate knowledge of the goals of the project and provide a roadmap for the project (in paragraph or other suitable form) to describe how it will be accomplished. This section should be detailed and well thought-out.



**b. Work Plan**

Consultant shall provide a narrative addressing the Statement of Work that demonstrates consultant's understanding of the City's needs and requirements, including:

- (1) a description of the approach to completing the tasks specified in the Statement of Work;
- (2) a sequential outline of the activities that would be undertaken in completing the tasks and specify who would perform them; and
- (3) furnish a schedule and detailed schedule for completing the tasks in terms of elapsed calendar weeks from the commencement date. Label Schedule as "Exhibit "B", Schedule of Services

Consultant may also propose enhancement or procedural or technical innovations to the Statement of Work which do not materially deviate from the objectives or required content of the project.

**c. Project Schedule**

Provide a schedule of anticipated services to meet the Statement of Work that includes a list of tasks and sub-tasks. This schedule shall reflect the work to be completed no more than 20 weeks from the date of issuance of the Notice to Proceed. Identify milestones and deliverables clearly on the project schedule.

**d. Labor Hour Estimate and Fee Proposal**

- (1) **Consultant shall submit separate cost proposals for the COS and Rate Study and the CEC PEV SIS Study services.**
- (2) Provide a copy of consultant's hourly rate schedule and an hourly cost breakdown by task detailing labor hours, hourly labor rates, and fees by task.
- (3) Provide a total "Maximum Not-to Exceed" fee for all services to be rendered, including but not limited to all materials to be furnished by Consultant, in sealed envelopes separate from proposal documents and marked "Exhibit "C" Compensation".

**e. Summary of Experience & References**

This section of the proposal should establish the ability of consultant to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; record of meeting schedules on similar projects; and supportive client references. Consultant shall provide the following:

- (1) provide a brief profile of the firm, including the type of services offered, the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;

- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede consultant's ability to complete the work project;
- (3) description of the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify sub-consultants by company name, address, contact person, telephone number, project function and describe consultant's experience working with each sub-consultant; and
- (5) provide, at minimum, three references from the projects cited as related experience. Reference shall include the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant may also supply references from other work not cited in this section as related experience.

**h. Appendices**

Information considered by consultant to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; **appendices should be relevant and brief.**

**B. LICENSING AND CERTIFICATION REQUIREMENTS**

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance\* in performing under the scope and specifications of this RFP are currently held by consultant, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification should be included in consultant's proposal. **Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

\*The successful consultant(s) and its sub-consultants are each required to obtain a City of Corona Business License prior to award of Agreement. **The Business License is not required for submission of a proposal.**

**C. COST AND PRICE FORMS**

Consultant shall complete the Price Form in its entirety including: 1) all individual tasks listed and total price; 2) basis on which prices are quoted; and 3) consultant's identification information including a binding signature.

Consultant shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts

taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

Consultant shall include in all monthly invoices the running total of the amount billed to the City and the remaining contract balance.

**D. MODIFICATION OF PROPOSALS**

Each Consultant shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

**E. NON-COLLUSION DECLARATION**

Consultant shall complete and sign the Non-Collusion Declaration and Acknowledgment of the City of Corona Agreement on the following pages and submit with proposal. The Non-Collusion Declaration shall be notarized.

PARTY SUBMITTING PROPOSAL: \_\_\_\_\_

**NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the \_\_\_\_\_, [title] of \_\_\_\_\_  
\_\_\_\_\_[Consultant], the party making the forgoing  
proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The Consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham proposal. The Consultant has not directly or indirectly colluded, conspired, plotted, or agreed with any Consultant or anyone else to put in a sham proposal, or to refrain from proposing. The Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other consultant. All statements contained in the proposal are true. The Consultant has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_  
[date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF  
CORONA PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 18-010CA.

---

(Firm name)

---

(Print name and title of person signing for firm)

---

(Signature/date)

**SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION  
AND DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**

**(SAM/DUNS Number Form)**

Consultants must maintain current registrations in the System for Award Management registry (<https://www.sam.gov/portal/public/SAM/#1>). A Dun and Bradstreet Data Universal Numbering System number is required (<http://fedgov.dnb.com/webform>). The successful consultant and each of its subconsultants or subcontractors must be registered with SAM prior to award of contract.

Registered in System for Award Management (SAM)?	Yes _____ No _____
What is your firm's Dun & Bradstreet number (DUNS number)? _____	

**THIS FORM TO BE COMPLETED AND SUBMITTED WITH CONSULTANT'S PROPOSAL**

**SECTION VI.**  
**PRICE FORM**

(To be submitted in a sealed envelope separate from proposal documents and marked "Price Form")

REQUEST FOR PROPOSALS:      **RFP No. 18-010CA**

DESCRIPTION OF WORK:        **Electric Rate & CEC PEV Grant Studies**

CONSULTANT'S NAME/ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
\_\_\_\_\_

**Please provide the following in a separate sealed envelope.**

- 1) A copy of consultant's hourly rate schedule (labeled as Exhibit "C" Compensation) and an hourly cost breakdown by task, and
- 2) A total "Maximum Not-to Exceed" fee, separating costs for the COS and Rate Study and the CEC PEV IS Study, for all services to be rendered and all materials to be furnished.

Please indicate any elements of the Technical Specifications which cannot be met by your firm.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you included in your proposal all requested informational items and forms? Yes / No  
(circle one). If you answered "No", please explain: \_\_\_\_\_

\_\_\_\_\_



---

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No.

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT SIGNER'S NAME AND TITLE: \_\_\_\_\_

\_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

COMPANY NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:**

**SECTION VII.**  
**FORM OF AGREEMENT**

**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – [\*\*\*INSERT PROJECT NAME\*\*\*])**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Electric Utility Consulting** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **Electric Rate and CEC PEV Grant Studies Project** (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Electric Utility** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*] (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

#### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **\*\*\*INSERT NAMES\*\*\***.

3.2.5 City's Representative. The City hereby designates **Tom Moody, Assistant General Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City,

any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

**3.2.9 Laws and Regulations; Employee/Labor Certifications.** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**3.2.9.1 Employment Eligibility; Consultant.** By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

**3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants.** To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make

the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.



### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000 per occurrence, \$2,000,000 aggregate** per claim. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving

infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.



(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until

it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) ("Total Compensation"), without written approval of City's [\*\*\*INSERT TITLE\*\*\*]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Consultant:**

**\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\***



**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody, Assistant General Manager  
Department of Water and Power

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.



3.6.18 Grant Agreement Provisions. Funding for this Project is expected to be provided, in whole or in part, pursuant to the Grant Agreement No. ARV-14-041, entered into between the City and the California Energy Commission on or about June 3, 2015. Consultant and all subconsultants shall also fully and adequately comply with the provisions included in Exhibit “D” (Grant Agreement Requirements) attached hereto and incorporated herein by reference (“Grant Agreement Requirements”). With respect to any conflict between such Grant Agreement Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY’S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – [\*\*\*INSERT PROJECT NAME\*\*\*])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
Assistant General Manager

Reviewed By:

\_\_\_\_\_  
Tracy Martin  
Utilities Project Manager

Reviewed By:

\_\_\_\_\_  
Curtis Showalter  
Administrative Manager

Reviewed By:

\_\_\_\_\_  
Cita Longworth  
Purchasing Manager

**CONSULTANT’S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT TYPE OF SERVICES\*\*\*] – [\*\*\*INSERT PROJECT NAME\*\*\*])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**[\*\*\*INSERT NAME OF CONSULTANT\*\*\*]**  
a **[\*\*\*INSERT TYPE OF LEGAL ENTITY\*\*\*]**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (CEO, President, V.P.)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Secretary, CFO, Treasurer)

**EXHIBIT “A”  
SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

MODEL 07-17

**EXHIBIT “C”  
COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\***

**EXHIBIT “D”  
GRANT AGREEMENT REQUIREMENTS**

**[GRANT AGREEMENT ATTACHED ON FOLLOWING PAGES]**

**MODEL 04-15**